

AN ORDINANCE approving the awarding of Reference #1573 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and RON LUNZ, INC.; MARTIN ENTERPRISES, INC.; RICHARD NESS EXCAV. & TRKG. CO., INC.; AND BROWN, INC. for the Neighborhood Code Enforcement Department.

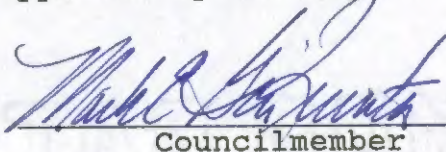
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1573 between the City of Fort Wayne, by and through its Department of Purchasing and RON LUNZ, INC.; MARTIN ENTERPRISES, INC.; RICHARD NESS EXCAV. & TRKG. CO., INC.; AND BROWN, INC. for the Neighborhood Code Enforcement Department, respectfully for:

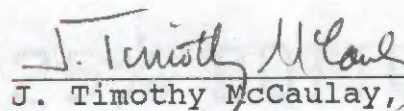
the demolition and lot restoration of seventeen (17) structures throughout the City of Fort Wayne through the Neighborhood Code Enforcement Department;

involving a total cost of Forty Thousand One Hundred Thirty and no/100 Dollars (\$40,130.00), all as more particularly set forth in said Reference #1573, which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REFERENCE NO.	1573	
DEPARTMENT:	NEIGHBORHOOD CODE	
DATE:	9-26-91	
ITEM/SERVICE:	DEMO/LOT RESTORATION	
PURCHASING INFORMATION		
ADVERTISED BID:	YES	
DATES ADVERTISED:	8-23-91 AND 8-30-91	
OPENING DATE:	9-19-91	
WRITTEN QUOTE:	NO	
DUE DATE:		
VERBAL QUOTE:	NO	
SINGLE SOURCE:	NO	
NO. OF VENDORS NOTIFIED:	12	
NO. OF VENDORS RECEIVING BID/QUOTE	7	
NO. OF VENDORS RETURNING BID/QUOTE:	4	
NO. OF VENDORS DISQUALIFIED:	0	
NO. OF VENDORS NOT RESPONDING:	3	
DATE SENT TO DEPT FOR RECOMM:	9-20-91	
DATE RECOMM RECEIVED IN PURCH:	9-25-91	
COUNCIL INFORMATION	DATES SENT	EXTENSION DATES
DATE INFO SENT TO LAW DEPT:	9-26-91	
INTRODUCTION DATE:	10-8-91	
DISCUSSION DATE:	10-15-91	
PASSAGE DATE:	10-22-91	
ORDINANCE NO.:		

BID REFERENCE NO. 1573
 DEMOLITIONS
 NCE
 8-15-91

ADDRESS	BROWN INC DEMO	LOT	NESS DEMO	LOT	LUNZ DEMO	LOT	MARTIN DEMO	LOT
527 E BRACKENRIDGE	\$2,610.00	\$290.00	\$3,500.00	\$250.00	N/B	N/B	\$2,750.00	\$250.00
247 E DEWALD	\$1,080.00	\$120.00	\$2,500.00	\$100.00	\$850.00	\$175.00	\$1,000.00	N/B
513 E DOUGLAS	\$1,980.00	\$220.00	\$2,625.00	\$250.00	\$1,400.00	\$200.00	\$2,450.00	\$250.00
1128 EWING	\$2,340.00	\$260.00	\$2,514.00	\$200.00	\$2,200.00	\$175.00	\$2,450.00	\$250.00
3614 FELICIAN	\$720.00	\$80.00	\$1,200.00	\$100.00	\$595.00	N/B	\$900.00	N/B
1118 FULTON	\$3,060.00	\$340.00	\$2,860.00	\$250.00	\$2,495.00	\$200.00	\$3,750.00	\$250.00
1331 HIGH	\$2,295.00	\$255.00	\$3,125.00	\$250.00	\$2,475.00	\$200.00	\$2,750.00	\$250.00
726 E JEFFERSON	\$2,295.00	\$255.00	\$2,500.00	\$250.00	\$1,600.00	\$200.00	\$2,450.00	\$250.00
2326 JOHN	\$2,025.00	\$225.00	\$2,625.00	\$250.00	\$1,720.00	\$200.00	\$2,500.00	\$250.00
213 E LEITH	\$2,565.00	\$285.00	\$3,660.00	\$200.00	\$2,635.00	\$200.00	\$3,150.00	\$250.00
1711 E LEWIS	\$3,240.00	\$360.00	\$3,925.00	\$200.00	\$3,295.00	\$250.00	\$3,500.00	\$250.00
1018 LIBERTY	\$5,940.00	\$660.00	\$6,050.00	\$200.00	N/B	N/B	\$6,450.00	\$250.00
607 E MASTERSON	\$2,475.00	\$275.00	\$3,200.00	\$250.00	N/B	N/B	\$3,250.00	\$250.00
1522 E PONTIAC	\$2,655.00	\$295.00	\$3,625.00	\$250.00	\$2,950.00	\$200.00	\$2,750.00	\$250.00
3426 SCHELE	\$1,890.00	\$210.00	\$2,745.00	\$250.00	\$1,425.00	\$200.00	\$2,550.00	\$250.00
1129 SUMMIT	\$3,150.00	\$350.00	\$5,278.00	\$200.00	\$4,200.00	\$250.00	\$3,000.00	\$250.00
609 THIRD	\$3,375.00	\$375.00	\$2,740.00	\$200.00	\$1,600.00	\$175.00	\$4,250.00	\$350.00
1935 THIRD	\$4,320.00	\$480.00	\$3,640.00	\$200.00	\$3,600.00	\$250.00	\$4,450.00	\$250.00
2826 WINTER	\$2,160.00	\$240.00	\$2,995.00	\$200.00	\$1,525.00	\$230.00	\$2,150.00	\$250.00
TOTAL	\$50,175.00	\$5,575.00	\$61,307.00	\$4,050.00	\$34,565.00	\$3,105.00	\$56,500.00	\$4,350.00
GRAND TOTAL	\$55,750.00		\$65,357.00		\$37,670.00		\$60,850.00	

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 9-19-91 @ 11:00 AM BID REFERENCE # 1573

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS IS A RE-BID OF REFERENCE NO. 1570

THIS INVITATION FOR BID IS FOR THE DEMOLITION & LOT RESTORATION OF NINETEEN (19) +/- STRUCTURES THROUGH OUT THE CITY OF FORT WAYNE
PER SPECIFICATIONS

AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME MARTIN ENTERPRISES, INC.

STREET ADDRESS 4315 MEYER ROAD

CITY FORT WAYNE PHONE # 447-5591

BY *Tim Martin*
REPRESENTATIVE SIGNATURE

PRICE SHEET
DEMOLITIONS/LOT RESTORATION

ADDRESS	STRUCTURE	COST OF DEMO -	COST OF LOT	TOTAL
537 E BRACKENRIDGE	HOUSE	\$ 2,750.00 /	\$ 250.00 /	\$ 3,000.00 /
247 E DEWALD	GARAGE	\$ 1,000.00 /	\$ - /	\$ 1,000.00 /
513 E DOUGLAS	HOUSE	\$ 2,450.00 /	\$ 250.00 /	\$ 2,700.00 /
1128 EWING	HOUSE	\$ 2,450.00 /	\$ 250.00 /	\$ 2,700.00 /
3614 FELICIAN	GARAGE	\$ 900.00 /	\$ - /	\$ 900.00 /
1118 FULTON	HOUSE	\$ 3,750.00 /	\$ 250.00 /	\$ 4,000.00 /
1331 HUGH	HOUSE	\$ 2,750.00 /	\$ 250.00 /	\$ 3,000.00 /
726 E JEFFERSON	HOUSE	\$ 2,450.00 /	\$ 250.00 /	\$ 2,700.00 /
2326 JOHN	HOUSE	\$ 2,500.00 /	\$ 250.00 /	\$ 2,750.00 /
213 E LEITH	HOUSE/GARAGE	\$ 3,150.00 /	\$ 250.00 /	\$ 3,400.00 /
1711 E LEWIS	HOUSE	\$ 3,500.00 /	\$ 250.00 /	\$ 3,750.00 /
1018 LIBERTY	HOUSE	\$ 6,450.00 /	\$ 250.00 /	\$ 6,700.00 /
607 E MASTERSON	HOUSE/GARAGE	\$ 3,250.00 /	\$ 250.00 /	\$ 3,500.00 /
1522 E PONTIAC	HOUSE/GARAGE	\$ 2,750.00 /	\$ 250.00 /	\$ 3,000.00 /
3426 SCHELE	HOUSE/GARAGE	\$ 2,550.00 /	\$ 250.00 /	\$ 2,800.00 /
1129 SUMMIT	HOUSE	\$ 3,000.00 /	\$ 250.00 /	\$ 3,250.00 /
609 THIRD	COMMERCIAL	\$ 4,250.00 /	\$ 350.00 /	\$ 4,600.00 /
1935 THIRD	HOUSE/ACCESS	\$ 4,450.00 /	\$ 250.00 /	\$ 4,700.00 /
2826 WINTER	HOUSE	\$ 2,150.00 /	\$ 250.00 /	\$ 2,400.00 /
GRAND TOTAL				\$ 60,850.00 /

VALIDITY OF BID PRICE 60 DAYS
(IN CALENDAR DAYS)

UNITED STATES FIDELITY AND GUARANTY COMPANY



BID BOND

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS:

THAT MARTIN ENTERPRISES, INC.

of FORT WAYNE, INDIANA

....., as Principal, and UNITED STATES FIDELITY AND
GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....
City of Fort Wayne Department of Purchasing

as Obligee, in the full and just sum of Five Per Cent (5%) of Maximum Bid
..... Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal

Demolition and Lot Restoration for 19 Structures

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the
time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of
the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between
the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work
if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered September 19, 1991
(Date)

YASTE, ZENT & RYE AGENCY, INC.

MARTIN ENTERPRISES, INC. (SEAL)

BY: Tim Martin (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY: Gerald A. Dable
Attorney-in-fact

Nancy J. Brunson

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of **Fort Wayne** State of **Indiana**
its true and lawful attorneys in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **27th** day of **November**, A. D. 19**85**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL) (Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this **27th** day of **November**, A. D. 19**85**, before me personally came **W. Bradley Wallace**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **John A. Umberger**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said **W. Bradley Wallace** and **John A. Umberger** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19**86**..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, } Sect.

I, **Saundra E. Banks**, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Margaret M. Hurst**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this **27th** day of **November**, A. D. 19**85**

(SEAL) (Signed) Saundra E. Banks
Clerk of the Circuit Court for Baltimore City.

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: _____

1. Governmental Unit: CITY OF FORT WAYNE

2. County: ALLEN

3. Bidder (Firm): MARTIN ENTERPRISES, INC.

Address: 4315 MEYER ROAD

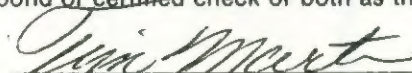
City/State: FORT WAYNE, IN. 46806

4. Telephone Number: 447-5591

5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FORT WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.


Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

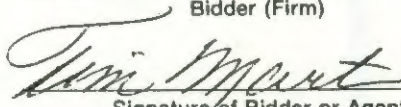
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
ALLEN COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

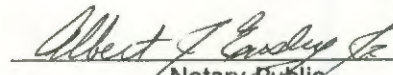
He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

MARTIN ENTERPRISES, INC.
Bidder (Firm)


Signature of Bidder or Agent

Subscribed and sworn to before me this 19TH day of SEPT, 1991

My Commission Expires: 6-14-92
County of Residence: ALLEN


Notary Public

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 9-19-91 @ 11:00 AM BID REFERENCE # 1573

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS IS A RE-BID OF REFERENCE NO. 1570

THIS INVITATION FOR BID IS FOR THE DEMOLITION & LOT RESTORATION OF NINETEEN (19) +/- STRUCTURES THROUGH OUT THE CITY OF FORT WAYNE PER SPECIFICATIONS
AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Ron hwarz Inc

STREET ADDRESS 5915 Ardmore

CITY FT WAYNE PHONE # 747-2716

BY [Signature]
REPRESENTATIVE SIGNATURE

PRICE SHEET
DEMOLITIONS/LOT RESTORATION

ADDRESS	STRUCTURE	COST OF DEMO	COST OF LOT	TOTAL
537 E BRACKENRIDGE	HOUSE	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
247 E DEWALD	GARAGE	\$ <u>850</u>	\$ <u>175</u>	\$ <u>1025</u>
513 E DOUGLAS	HOUSE	\$ <u>1400</u>	\$ <u>200</u>	\$ <u>1600</u>
1128 EWING	HOUSE	\$ <u>2200</u>	\$ <u>175</u>	\$ <u>2375</u>
3614 FELICIAN	GARAGE	\$ <u>595</u>	\$ <u>—</u>	\$ <u>595</u>
1118 FULTON	HOUSE	\$ <u>2495</u>	\$ <u>200</u>	\$ <u>2695</u>
1331 HUGH	HOUSE	\$ <u>2475</u>	\$ <u>200</u>	\$ <u>2675</u>
726 E JEFFERSON	HOUSE	\$ <u>1400</u>	\$ <u>200</u>	\$ <u>1600</u>
2326 JOHN	HOUSE	\$ <u>1725</u>	\$ <u>200</u>	\$ <u>1925</u>
213 E LEITH	HOUSE/GARAGE	\$ <u>2635</u>	\$ <u>200</u>	\$ <u>2835</u>
1711 E LEWIS	HOUSE	\$ <u>3200</u>	\$ <u>250</u>	\$ <u>3450</u>
1018 LIBERTY	HOUSE	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
607 E MASTERSON	HOUSE/GARAGE	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
1522 E PONTIAC	HOUSE/GARAGE	\$ <u>2950</u>	\$ <u>200</u>	\$ <u>3150</u>
3426 SCHELE	HOUSE/GARAGE	\$ <u>1425</u>	\$ <u>200</u>	\$ <u>1625</u>
1129 SUMMIT	HOUSE	\$ <u>4200</u>	\$ <u>250</u>	\$ <u>4450</u>
609 THIRD	COMMERCIAL	\$ <u>1600</u>	\$ <u>175</u>	\$ <u>1775</u>
1935 THIRD	HOUSE/ACCESS	\$ <u>3400</u>	\$ <u>250</u>	\$ <u>3650</u>
2826 WINTER	HOUSE	\$ <u>1525</u>	\$ <u>230</u>	\$ <u>1755</u>
GRAND TOTAL				\$ <u>37670</u>

VALIDITY OF BID PRICE 60 Days
(IN CALENDAR DAYS).



American States Insurance Company

INDIANAPOLIS, INDIANA

Bid Bond

Know all Men by these Presents

That we, Ron Lunz Excavating, Inc.

of Fort Wayne, In (hereinafter called the Principal),
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the Surety), as Surety, are
held and firmly bound unto The City of Fort Wayne

(hereinafter called the Obligee) in the penal sum of One Thousand Eight Hundred Eighty Four
 Dollars (\$1,884.00) for the payment of which the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for removing 16 structures

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into
a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance
of such Contract, or in the event of the failure of the Principal to enter such Contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the
amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and Sealed this 15th day of August, 19 91

Elaine Herring Ron Lunz
Witness Ron Lunz Principal
By: Paul Herring Pres. Title

Elaine Herring
Witness
By: James T. Smith
AMERICAN STATES INSURANCE COMPANY
Attorney-in-Fact

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

- Date: _____
1. Governmental Unit: _____
 2. County: _____
 3. Bidder (Firm): _____
Address: _____
City/State: _____
 4. Telephone Number: _____
 5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to _____ (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent _____

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
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NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Signature of Bidder or Agent _____

Subscribed and sworn to before me this 19 day of Sept, 1991

My Commission Expires: MARJORIE ENDERS
NOTARY PUBLIC STATE OF INDIANA
County of Residence: ALLEN COUNTY
MY COMMISSION EXP APR 13, 1992

Marjorie Enders
Notary Public
Marjorie Enders
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: _____

Date: _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 9-19-91 @ 11:00 AM BID REFERENCE # 1573

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS IS A RE-BID OF REFERENCE NO. 1570

THIS INVITATION FOR BID IS FOR THE DEMOLITION & LOT RESTORATION OF NINETEEN (19) +/- STRUCTURES THROUGH OUT THE CITY OF FORT WAYNE PER SPECIFICATIONS
AND REQUESTED BY NEIGHBORHOOD CODE ENFORCEMENT

THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: XXXXX % IF PAID WITHIN XXXXXX DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Richard Ness Excav. & Trkg. Co., Inc.

STREET ADDRESS #1 Hitzfield St. - P.O. Box 455

CITY Huntington, IN 46750 PHONE # 672-3336

BY Richard Ness President
REPRESENTATIVE SIGNATURE

PRICE SHEET
DEMOLITIONS/LOT RESTORATION

ADDRESS	STRUCTURE	COST OF DEMO	COST OF LOT	TOTAL
537 E BRACKENRIDGE	HOUSE	\$ 3500.00 /	\$ 250.00 /	\$3750.00 /
247 E DEWALD	GARAGE	\$ 2500.00 /	\$ 100.00 /	\$2600.00 /
513 E DOUGLAS	HOUSE	\$ 2625.00 /	\$ 250.00 /	\$2875.00 /
1128 EWING	HOUSE	\$ 2514.00 /	\$ 200.00 /	\$2714.00 /
3614 FELICIAN	GARAGE	\$ 1200.00 /	\$ 100.00 /	\$1300.00 /
1118 FULTON	HOUSE	\$ 2860.00 /	\$ 250.00 /	\$3110.00 /
1331 HUGH	HOUSE	\$ 3125.00 /	\$ 250.00 /	\$3375.00 /
726 E JEFFERSON	HOUSE	\$ 2500.00 /	\$ 250.00 /	\$2750.00 /
2326 JOHN	HOUSE	\$ 2625.00 /	\$ 250.00 /	\$2875.00 /
213 E LEITH	HOUSE/GARAGE	\$ 3660.00 /	\$ 200.00 /	\$3860.00 /
1711 E LEWIS	HOUSE	\$ 3925.00 /	\$ 200.00 /	\$4125.00 /
1018 LIBERTY	HOUSE	\$ 6050.00 /	\$ 200.00 /	\$6250.00 /
607 E MASTERSON	HOUSE/GARAGE	\$ 3200.00 /	\$ 250.00 /	\$3450.00 /
1522 E PONTIAC	HOUSE/GARAGE	\$ 3625.00 /	\$ 250.00 /	\$3875.00 /
3426 SCHELE	HOUSE/GARAGE	\$ 2745.00 /	\$ 250.00 /	\$2995.00 /
1129 SUMMIT	HOUSE	\$ 5278.00 /	\$ 200.00 /	\$5478.00 /
609 THIRD	COMMERCIAL	\$ 2740.00 /	\$ 200.00 /	\$2940.00 /
1935 THIRD	HOUSE/ACCESS	\$ 3640.00 /	\$ 200.00 /	\$3840.00 /
2826 WINTER	HOUSE	\$ 2995.00 /	\$ 200.00 /	\$3195.00 /
GRAND TOTAL				\$65357.00 /

VALIDITY OF BID PRICE 60
(IN CALENDAR DAYS)

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing and Building Standards, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 10 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) calendar days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing and Building Standards Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nails and other tire puncturing items shall not be dropped on streets, alleys and adjacent property. Existing public streets, curbs and sidewalks shall be protected from damage as much as possible. When possible, the contractor shall enter the properties to be cleared from the

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **RICHARD NESS EXCAVATING & TRUCKING, INC.**
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **CENTURY SURETY COMPANY**
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Fort Wayne, Indiana (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent (5%) of Maximum Bid

Four Thousand and 00/100----- Dollars (\$ 4,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name, address and description of project)

Demolition of 18 + or - Structures.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th

day of August

19 91

RICHARD NESS EXCAVATING & TRUCKING, INC.

Keith Stahl
(Witness)

Richard Ness
(Principal) (Seal)
(Title)

YASTE, ZENT & RYE AGENCY, INC.

CENTURY SURETY COMPANY

Nancy J. Brunson
(Witness)

Gerald A. Dahle
(Surety) (Seal)
(Title) Attorney-in-Fact

CENTURY SURETY COMPANY

COLUMBUS, OHIO

POWER OF ATTORNEY

PRINCIPAL RICHARD NESS EXCAVATING & TRUCKING, INC. EFFECTIVE DATE August 15, 1991
CONTRACT AMOUNT Bid Bond AMOUNT OF BOND \$ 4,000.00

POWER NO. 500171

KNOW ALL MEN BY THESE PRESENTS: That the Century Surety Company, a corporation in the State of Ohio, does hereby nominate, constitute, and appoint:

Gerald A. Dahle, John J. Pikel and
Donald T. Belbutowski

its true and lawful attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Hundred Thousand Dollars (\$500,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by the Board of Directors on the 4th day of October, 1988:

"RESOLVED, that any two officers of the Company shall have the authority to make, execute, and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Century Surety Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by two duly authorized officers this 4th day of October, 1988.



CENTURY SURETY COMPANY

Roswell P. Ellis
Roswell P. Ellis, Executive Vice President

Glenn D. Southwick
Glenn D. Southwick, Treasurer

Notary Public)
State of Ohio) SS:

On this 4th day of October, 1988, before the subscriber, a Notary Public of the State of Ohio, duly commissioned and qualified, came Roswell P. Ellis and Glenn D. Southwick of the Century Surety Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Columbus, Ohio, the day and year above written.



Sue E. Duffy
Sue E. Duffy

NOTARY PUBLIC, State of Ohio
My Commission expires on August 5, 1989

State of Ohio) SS:

I, the undersigned, Secretary of Century Surety Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, as set forth herein above, is now in force.

Signed and sealed in Cleveland, Ohio, this 13th day of August, 1991



Anne L. Meyers
Anne L. Meyers, Secretary

Any reproduction or facsimile of this form is void and invalid

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: Sep. 19, 1991
 1. Governmental Unit: City of Fort Wayne
 2. County: Allen
 3. Bidder (Firm): Richard Ness Excav. & Trkg. Co., Inc.
 Address: #1 Hitzfield St.
 City/State: Huntington, IN 46750
 4. Telephone Number: 672-3336
 5. Agent of Bidder (if applicable): Richard Ness, President

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Richard Ness
 Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
---------------	----------	------	-------------	------------	--------

See Page #11 for prices on each

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
 Huntington County)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Richard Ness Excav. & Trkg. Co. Inc.

Richard Ness
 Signature of Bidder or Agent

Subscribed and sworn to before me this 19th day of Sep. 1991

My Commission Expires: Dec. 5, 1991

County of Residence: Huntington

Keith E. Steele
 Notary Public

Keith E. Steele
 Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Name(s): _____

Date: _____

PRICE SHEET
DEMOLITIONS/LOT RESTORATION

ADDRESS	STRUCTURE	COST OF DEMO	COST OF LOT	TOTAL
537 E BRACKENRIDGE	HOUSE	\$ 2610	\$ 290	\$ 2900
247 E DEWALD	GARAGE	\$ 1080	\$ 120	\$ 1200
513 E DOUGLAS	HOUSE	\$ 1980	\$ 220	\$ 2200
1128 EWING	HOUSE	\$ 2340	\$ 260	\$ 2600
3614 FELICIAN	GARAGE	\$ 720	\$ 80	\$ 800
1118 FULTON	HOUSE	\$ 3060	\$ 340	\$ 3400
1331 HUGH	HOUSE	\$ 2295	\$ 255	\$ 2550
726 E JEFFERSON	HOUSE	\$ 2295	\$ 255	\$ 2550
2326 JOHN	HOUSE	\$ 2025	\$ 225	\$ 2250
213 E LEITH	HOUSE/GARAGE	\$ 2565	\$ 285	\$ 2850
1711 E LEWIS	HOUSE	\$ 3240	\$ 360	\$ 3600
1018 LIBERTY	HOUSE	\$ 5940	\$ 660	\$ 6600
607 E MASTERSON	HOUSE/GARAGE	\$ 2475	\$ 275	\$ 2750
1522 E PONTIAC	HOUSE/GARAGE	\$ 2655	\$ 295	\$ 2950
3426 SCHELE	HOUSE/GARAGE	\$ 1890	\$ 210	\$ 2100
1129 SUMMIT	HOUSE	\$ 3150	\$ 350	\$ 3500
609 THIRD	COMMERCIAL	\$ 3375	\$ 375	\$ 3750
1935 THIRD	HOUSE/ACCESS	\$ 4320	\$ 480	\$ 4800
2826 WINTER	HOUSE	\$ 2160	\$ 240	\$ 2160
GRAND TOTAL				\$ 55510

VALIDITY OF BID PRICE 90 days
(IN CALENDAR DAYS)

2826 Winter
S/B Total 2400
net 2160
Grand Total: 55,750⁰⁰

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: 9-18-91

1. Governmental Unit: Fort Wayne

2. County: Allen

3. Bidder (Firm): Brown Inc.
Address: 3400 Meyer Rd.
City/State: Fort Wayne, IN

4. Telephone Number: 219-422-1402

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Payne D. Brown
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

BROWN INC

Bidder (Firm)

Payne D. Brown
Signature of Bidder or Agent

Subscribed and sworn to before me this 19th day of September 1991

My Commission Expires: January 24, 1994

County of Residence: Allen

Rita Hasselschwert
Notary Public

Rita Hasselschwert
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

Read the first time in full and on motion by Don Jones
seconded by Henry, and duly adopted, read the second time
title and referred to the Committee on Finance (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building
Fort Wayne, Indiana, on _____, the _____
of _____, 19____, at _____ o'clock _____ M., E.S.

DATED: 10-8-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd
seconded by _____, and duly adopted, placed on its
passage. PASSED Redd by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GIAQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 10-22-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. D-247-91
on the 22nd day of October, 1991,

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 23rd day of October, 1991
at the hour of 2:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of November
1991, at the hour of 11:30 o'clock A. M., E.S.T.

11/1/91
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance for the City of Fort Wayne Neighborhood Code Enforcement Dept. approving the award of Ref. No. 1573 for the demolition and lot restoration of seventeen (17) structures through out the City of Fort Wayne. The cost reflects the lowest and most responsive of four (4) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Demolition and lot restoration of unsafe and unsightly structures through out the City will be a benefit to the neighborhoods.

IF REPLACEMENT, WHAT NECESSITATES:

A 91-10-01

EFFECT OF NON PASSAGE: There would be a continuation of unsafe and unsightly structures blighting the neighborhoods.

PRIOR APPROVAL REQUESTED: No DATE:

MONIES INVOLVED:	Ron Lunz Inc	\$17,040.00
	Martin Enterprises Inc	\$10,250.00
	Richard Ness	\$10,090.00
	Brown Inc	\$2,750.00

PRICE AGREEMENT: No

PURCHASE ORDER: Yes

ACCOUNT INFORMATION: Neighborhood Code 177-008-UBF7-4415

PRIOR APPROVAL:
(IF APPLICABLE)

BILL NO. S-91-10-01

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GIAQUINTA, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, REDD, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding of
Reference #1573 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and RON LUNZ, INC.: MARTIN
ENTERPRISES, INC: RICHARD NESS EXCAV. & TRKG. CO., INC.: AND
BROWN, INC. for the Neighborhood Code Enforcement Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Mark E. Giaquinta

J. Bradbury

Don Schmidt

W. Schuman

DATED: 10-22-91.

Sandra E. Kennedy
City Clerk